

The complaint

Mr T has complained that Santander UK Plc registered a marker against him at CIFAS, the national fraud database.

What happened

In August 2019, Mr T received a £60 bank transfer into his Santander account. Ten days later, the sending bank submitted a fraud report, saying Mr T had sold their customer a purse on Gumtree, but had not sent the goods, even when chased.

Santander investigated things with Mr T. Mr T told them he'd sent the goods, but had not asked for any receipt or proof of postage as it was only his first time selling things. He said he'd texted the buyer on a well-known messaging app, and he would provide a copy of the message history to evidence his side of the story. But later, he said the buyer had blocked him and it had caused all the messages to get deleted.

As Santander had received an official fraud report, and their customer had not been able to provide any evidence of entitlement to the funds, they gave Mr T notice they'd close his account, and they registered a marker against him on CIFAS.

In 2021, Mr T came to our service. He said the payment he'd received was for a t-shirt he'd sold on Depop. He explained his account was closed because the buyer had used fraudulent funds, and suggested the buyer had lied to get a refund. He said he had got proof of postage at the time, but had since lost it. He said he could not provide any evidence from the selling platform, because once his bank account was closed he couldn't use the platform anymore and so he no longer had access.

Our adjudicator looked into things independently and didn't uphold the complaint. Mr T didn't agree, so the complaint's been passed to me to decide.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In order to register this marker, Santander were not required to prove beyond all reasonable doubt that Mr T had done something wrong. They did need to have reasonable grounds to believe that he'd misused his account, which went beyond a suspicion or concern, and which had appropriate supporting evidence. Having carefully considered everything that both sides have said and provided, I think Santander did have sufficient grounds to register this marker. I'll explain why.

I think Santander acted appropriately by checking things with Mr T at the time and giving him more than one chance to evidence his side of things. It looks like it was made clear what evidence they needed, and what they asked Mr T for should have been easy to provide. And given that they'd received an official fraud notification from another major bank, I think Santander had reasonable grounds to look into this.

Mr T hasn't been able to provide any evidence at all to show that he was entitled to this money. And I'm afraid I don't find some of his reasons to be plausible.

Most notably, Mr T says that when the buyer blocked him on the messaging app, it caused all their message history to get deleted. But that's not how that app works. Blocking someone only prevents them from sending you future messages, it doesn't delete past messages. Mr T later claimed the buyer must have deleted the history, but again that's not how it works. In one-on-one conversations, you can only delete the message history on your own phone, not someone else's. So there's no plausible way that the buyer was able to erase the message history on Mr T's phone. That really only leaves two likely possibilities: that Mr T deleted the messages on his phone himself, or that he still has them but has declined to provide them. Either way, it means that his testimony is not correct, and that Mr T has withheld key evidence – despite the fact that, if Mr T were in the right, that evidence would only help support him.

Indeed, Mr T's testimony has been inconsistent in other places. For instance, Mr T told Santander he'd never got proof of postage, but told us he *had* got proof of postage but later lost it. He told Santander the sale was for a purse on Gumtree, but told us it was for a t-shirt on Depop. Mr T later said he must have got things mixed up because he'd made so many sales. But he'd also said that this was his first sale, and that after his account was closed he didn't use the selling platform anymore. And I can see he didn't receive any other money from such sales in the months before his account was closed.

I do appreciate that the events happened over two and a half years ago now, and that memories can fade over time. But these inconsistencies are significant.

In summary, Santander received an official fraud report from another institution and carried out an appropriate investigation. Mr T was unable to provide any evidence to substantiate his side of the story or show his entitlement to the funds, even when that evidence should have been easy to provide, and even when he's not had a plausible reason for not having such evidence. Mr T appears to have withheld key evidence. Mr T's testimony has been inconsistent, unreliable, and at points not plausibly true. And I've not seen anything to substantiate that Mr T actually sent the goods, or that the buyer was acting in bad faith as Mr T has claimed.

So taking everything into account, I can only reasonably conclude that Santander were not wrong to add this marker. This is a difficult message for me to give, and I know it's a difficult message for Mr T to receive. But given the evidence I have and the balance of probabilities, I'm unable to reasonably reach any other conclusion.

It follows that I also don't think Santander did anything wrong in closing the account. They were allowed to do this under the terms and conditions.

My final decision

For the reasons I've explained, I don't uphold Mr T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 18 May 2022.

Adam Charles
Ombudsman